UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO
WESTERN DIVISION

UNITED STATES OF AMERICA Docket No. 3:13CV704

Plaintiffs, Toledo, Ohio

v. March 5, 2015

U.S. BANK NATIONAL ASSOCIATION,

Defendants.

TRANSCRIPT OF ORAL ARGUMENT HEARING
BEFORE THE HONORABLE JACK ZOUHARY
UNITED STATES DISTRICT JUDGE

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THE COURT: We're here on case number 13CV704, United States versus U.S. Bank. This is a hearing on the pending motion to dismiss.

By way of background, the matter has been briefed with the following pleadings reflected on our docket, docket numbers 25, 29, 30, 31, 34, 36, 38 and 43. We also filed questions for today's hearing, and that is reflected in docket number 44.

Present in court on behalf of -- well, we have the United States present in an observation status I understand. Welcome to Angelita Cruz Bridges and Trisha Fitzgerald. On behalf of the relator plaintiff ABLE, we have Aneel -- you're sitting in the back. Come up Aneel. Stephen Dane, Andrew Neuhauser, Sasha Samberg-Champion and George Thomas. On behalf of U.S. Bank we have Bill Porter, Andrew Schilling and Bill --

MR. SIECK: Sieck.

THE COURT: Thank you.

MS. CRUZ-BRIDGES: Your Honor, I'm sorry to interrupt. We did have an attorney from D.C. that was supposed to be joining us on the bridge line. I'm not the sure if he can hear or not.

THE COURT: Has he called in?

MS. CRUZ-BRIDGES: He said he that his and the line was busy and he could not get in. I have his number,

I'm not sure if you're able to conference him in.

THE COURT: I was unaware of that.

MS. CRUZ-BRIDGES: I apologize, we did notify The Court that he was going to be attending by phone.

THE COURT: Is he going to actually participate or just listen?

MS. CRUZ-BRIDGES: He's just going to listen, Your Honor. He just informed me in the e-mail that he's on the line but he doesn't hear anything.

THE COURT: I don't know what line he's on because we're not connected in here. So if he called the bridge line -- do you know if that's what he did?

MS. CRUZ-BRIDGES: I believe so. I think he was provided a number by The Court.

THE COURT: Brian Bowcut, are you on the phone?

MR. DANE: Your Honor, while we're waiting can I introduce my partner John Relman. He's not admitted in this case but made the trip here anyway.

THE COURT: Because he liked our weather.

MR. RELMAN: It's better than the D.C. weather today.

MR. DANE: There was some risk I might not be here and we're both on our way to Santa Fe anyway.

THE COURT: On the way to Santa Fe. Brian Bowcut, are you on the phone?

MR. BOWCUT: Yes, I am. I apologize. The conference line kicked me out and I just called back in.

THE COURT: I understand you're going to be listening and not participating, so hopefully if the lawyers use the microphones you'll be able to hear. If they don't use the microphones then it may be difficult. So I'll use this as a reminder to counsel, these microphones move, slide them from the base towards you. I don't care if you stand or sit, but I do require you to use the mic unless you bellow without the mic. And then that's okay. But especially with someone on the phone it's difficult to hear unless you use the mic. Please one person at a time. I will give everyone an opportunity to speak.

If you haven't done this before with me, this is not a what I'll call a traditional appellate type argument where one side goes and then the other side goes. I will probably interrupt you at some point during your answers so that I can hear from the other side, in a point, counter point type style. And sometimes we go back and forth a bit. And sometimes we even spill over and begin to answer more than the question that's presented before. But that's okay too, we get through the agenda. You may have other comments to make and I'm fine with that if time allows, but I do want to focus, if we can, on the questions that we

presented to you in advance. And with that, I will give defendant the first shot at answering question number one.

MR. SCHILLING: Thank you, Your Honor. Andrew Schilling with U.S. Bank. The first question to respond to the government's supplemental statement of interest, and particularly the question of whether or not compliance with false mitigation rules is both a condition of payment anticipation. Just starting more broadly in responding to the government's supplemental statement of interest, their brief makes clear, even more so than their earlier brief, that HUD may not deny insurance claims based on a failure to perform Loss Mitigation. That's the quote from Page 5 of their supplemental brief. With respect to the issue of whether or not --

THE COURT: So does that help you or hurt you?

MR. SCHILLING: That helps me, Your Honor. That's what the regulation says. The realtors have not conceded as clearly as the government has, but I think its regulation is clear on its face and at government's brief, both their initial brief and supplemental brief acknowledge quite clearly on behalf of the government that HUD will not deny insurance claims based on the failure to perform Loss Mitigation. And as we explained in our brief, that makes the case fall away. You need that for a condition of payment analysis and it's not here in this case.

THE COURT: So case over, plaintiff, relator?

MR. SAMBERG-CHAMPION: Thank you, Your Honor. Sasha Samberg-Champion.

THE COURT: You need to take that mic, and if you will pull it closer to you, please. It won't bite you. And you can lower it or raise it depending on your position. Thank you.

MR. SAMBERG-CHAMPION: Okay. How's that?

THE COURT: A little closer.

MR. SAMBERG-CHAMPION: Okay. We have -- there are -- our response is there's basically three parts. So I want to just introduce those three parts and then it will help you to interrupt me where you see fit on this. The first part is that --

THE COURT: No, answer the question, and then go to the three parts. Give me your brief answer to the question. Case over --

MR. SAMBERG-CHAMPION: No.

THE COURT: -- given what you just heard?

MR. SAMBERG-CHAMPION: The answer is no. That's the answer to the question. And the reason for that is this regulatory scheme does create a condition of payment as that term is used in the case law under the False Claims Act. And there's sort of a three-step reasoning that gets us there. The first step is that these regulatory scheme

creates what is substantially the same effect as the ability to deny a claim outright while also accommodating the government's need to ensure that incontestability of the claim itself.

The second part of our argument is that this condition goes to the very heart of the bargain between the bank and the government. And we can discuss that in greater detail.

And then the final point is that where those two conditions are satisfied, where you have a remedy that's substantially equivalent to the denial of a claim and where the condition goes right to the heart of a claim, the case law and statute are best construed such that a false claim, false claim act liability is possible. So those are the three parts of the answer. Your Honor, is there a part that particularly concerns you on that?

THE COURT: All parts concern me. If you're through explaining them then I'll ask the other side to comment.

MR. SAMBERG-CHAMPION: Okay. Why don't I continue then. The first step is sort of the substantial equivalence between this remedy and the ability to outright deny a claim. So what HUD has done here is it has created a scheme in which it -- it can impose two different kinds of penalties. It can impose a penalty that goes to

participation. It can kick the lender out of the program, but in the alternative or in addition, it can -- it can impose a claim specific remedy, a remedy that's based on the amount of the claim itself. And under that remedy, it falls back the exact amount of the claim that it paid out, and in addition exacts an additional amount. As the government put it, the effect of this is that is that the -- the complying with Loss Mitigation is a condition of ultimate receipt of the money. And therefore, it's just a matter of accounting tricks, whether you call it -- whether you call it a condition of payment or not. But it would elevate form over substance to say that the fact that the money is initially paid out and that called back is any differences for purposes of False Claims Act Liability.

THE COURT: Comment?

MR. SCHILLING: Yes, Your Honor. I heard in that response a number of standards in an effort to construct a new construct for what a condition of payment is. There's the substantial equivalence test, the very heart of the bargain test and the condition of ultimate receipt test. None of these are in The Sixth Circuit case law, Your Honor. Some of the briefing that has been going back and forth particularly from the government is -- suggested that the standards are actually not clear in The Sixth Circuit. They are, Sixth Circuit has addressed conditions of payment

several times. And in the *Hobbs* case, which is cited in our brief several times, they explain exactly what a condition of payment is. And on Page 714 of that case, they define condition of payment as meaning, quote, meaning that the government would not have paid the claim had it known the provider was not in compliance, unquote. Since the government would pay the claim even if it knew that the bank was not in compliance with Loss Mitigation, by definition in The Sixth Circuit's definition and not the creative standards being proposed today by counsel under The Sixth Circuit's definition of what a condition of payment is, this claim fails because the regulation specifically provides that payment of the claim will not be denied for Loss Mitigation violation.

THE COURT: So Sasha, what do I do with the *Hobbs* case and the quote in particular?

MR. SAMBERG-CHAMPION: Okay.

THE COURT: Doesn't help you, does it?

MR. SAMBERG-CHAMPION: I actually think the *Hobbs* case, if you look at more than one -- one sentence, I think it's more consistent with our analysis.

THE COURT: What other sentence do you want me to look at?

MR. SAMBERG-CHAMPION: Okay. I'd like you -- sorry, I don't have the page number.

THE COURT: Take your moment.

MR. SAMBERG-CHAMPION: Okay. Well, but while we're finding it, just to -- to recount what happened in *Hobbs*, in *Hobbs* you had a healthcare provider that was billing Medicare for services --

THE COURT: I've got the case. You can skip that part.

MR. SAMBERG-CHAMPION: Okay. But the key thing -- the key things that The Court looks at here is that there's no regulation that suggests that failure to comply with the technical requirement at issue here would give rise to any sort of penalty, let alone what are called the Blunt False Claims Act Penalty. If you -- if you think that the condition of payment analysis that my adversary has put forward is literally true, then there would be no reason for The Court to consider that, but it actually looked at the remedies available, and it said that that remedy was disproportionate to the Blunt False Claims Act Remedy. Whereas if you apply that analysis to this case, you can see that the remedy is exactly the same as the False Claims Act. So I think, in context, *Hobbs* help -- *Hobbs* helps us.

The key thing I think to remember with this condition of payment language, that language does not appear in the False Claims Act. That language has been

used by The Courts in an effort to determine what we think is exactly the questions that we're posing today, whether this -- whether this goes to the heart of the bargain between the government and -- and the other party, such that the failure to do that and submitting a claim without having done that can be said to be fraudulent, which is the actual statutory term. So in this where it ends up being exactly the same result, we think that complies fully with -- with the reasoning of *Hobbs* and every other case, really, that have been cited to this Court.

THE COURT: Last word over here and then we'll let you continue with I think what was the beginning of your answer --

MR. SCHILLING: Thank you, Your Honor.

THE COURT: -- to the full question.

MR. SCHILLING: A couple of points to respond to. One is the discussion of exactly the same remedy. It's not exactly the same remedy. The fact that HUD, after the fact can decide in its discretion to pursue administrative enforcement against a mortgagee who doesn't comply, that's obviously a completely discretionary decision. They choose to do absolutely nothing. They have the discretion to decide whether it's appropriate to pursue enforcement of the regulatory violation or not to enforce it at all. Even if they did choose to enforce it, there's a number of

different ways that they can choose to enforce it. They don't have to go to the mortgagee review board and seek damages or expulsion from the program. During the ordinary course they will audit mortgagees, they will have a back and forth with the mortgagee, they will see if there's a violation and they will work it out. Here the alternative is saying, well, since HUD could, in one of the things it could do to enforce this, one of the things it could do is pursue an action for triple damages on a particular loan, it could do that. But here the question is whether or not we're going to allow relators to make that decision and enforce the regulatory requirements, or is that HUD's decision to enforce the regulatory requirements. Because here the relator has an interest in enforcing the requirements as against every loan without regard to the problematic considerations that the HUD would take into account. They've alleged there have been two billion dollars worth of claims paid, I'm sure if we ever got to the point where they had to itemize them in damages, they would say they want triple damages of $26 billion plus penalties. There's penalties up to $11,000 per false claim on top of troubled damages under the False Claims Act that isn't available in the HUD process. So the remedies are not the same under the False Claims Act and under the mortgagee review board and HUD process.

THE COURT: Would you concede a regulation can be both a condition of payment anticipation --

MR. SCHILLING: It could be in theory. The Sixth Circuit in *Hobbs* alluded to that indicta and there have been cases, the *Hendow* case cited in *Hobbs* and cited in the government's brief I believe did make an observation that in that indication one regulation or one set of requirements did impose both a condition of participation and a condition of payment.

THE COURT: So it's not just theory, it is fact?

MR. SCHILLING: In other circuits. I'm not aware if the Sixth Circuit has ever found regulation to be both. And in the cases that where that has occurred, the condition of participation itself had conditions of payment in it, basically it was a core eligibility requirement of the program to comply with the particular requirement. And because of that, you wouldn't be paid at all if you weren't in the program, and sort of went to eligibility to begin the program, and therefore eligibility to be paid at all in the *Hendow* case the regulation specifically spoke about the prerequisite and the conditions of government money flowing. Here, as we pointed out on Page 4 footnote six of our brief, the core eligibility requirements of this program do not relate to Loss Mitigation. There's a handful of requirements that are the core eligibility

requirements of this program and Loss Mitigation is not listed among those requirements. So in this case, even if that theory were viable, this would not be both a condition of payment and participation and also just a more fundamental reason. Even if it were a condition of participation, it can't be a condition of payment for the reasons that we've been discussing.

MR. SAMBERG-CHAMPION: Your Honor, may I respond?

THE COURT: You may.

MR. SAMBERG-CHAMPION: With respect to counsel's first point regarding the discretion that HUD has, the situation he's describing is no different than the discretion that an agency has to deny a payment and your classic condition of claim case. And for that reason, as the government said, the test is not whether HUD had actually work -- would have denied the claim had it known, or imposed alternate remedy had it known. The question is whether this would have had a natural tendency to influence HUD's decision making. And I take it -- I haven't heard any -- any argument on that sort --

THE COURT: Well, stop. Any argument on that --

MR. SCHILLING: Yes, I mean the issue --

THE COURT: I can't get you two guys to agree on anything, can I?

MR. SCHILLING: Not today, maybe outside this

context we will. If we want to start talking about materiality and the natural tendency test, I think that's a couple of questions later, Your Honor. But even if you applied a materiality test, a materiality is an element of the false claims act. It's just a different element and the element of falsity of the claim. If we get to that stage, if you even had to get there, which you don't because the claim isn't false, if you got there it still wouldn't be material because it doesn't have an a natural tendency to influence the payment decision. It only -- if anything, it could be material in theory to -- to an ultimate enforcement decision down the road in HUD's exercise of its problematic discretion to decide what remedies to take against a particular mortgagee, but it is not related to the payment decision. And we need to come back, I think, to the fundamental point which is --

THE COURT: You distinguish the fund amount, the difference seems to be you distinguish payment from the ultimate remedy of recouping the payment.

MR. SCHILLING: Yes, I think that's critical, Your Honor. And I think that's the way the case law describes what a condition of payment is. That's why in the alternative it's referred to as a prerequisite to payment. And the reason why it's significant and the reason why later remedies that could be imposed down the

road don't matter to that analysis is that you come back to the point that The Court did impose this requirement that there be a condition of payment and why did they do that? They did that because we're already in the land where there is no express false statement. There is no express false claim. So we're beyond that. And the -- we're now dealing with what the law will imply to be a false statement or a lie by the person submitting the claim. And what The Courts have said is we have to impose some limitation on that. We have to impose some restriction, otherwise you have people who can just -- relators can enforce regulatory requirements, and they said, and it's not a lie to submit a routine request for payment, and there's a complaint that alleges there have been thousands of requests by the bank and other FHA lenders every day. There are thousands of these claims submitted for reimbursement of the insurance benefits or payment of the insurance benefits. And the condition of payment requirement basically says that in order for those routine submissions of claims to realize to be false, the person submitting them has to know at the time you're submitting them that you're not entitled to payment of this claim. And you knew you weren't entitled to payment of this claim and you made a claim for payment anyway. And that's why if you are entitled to payment of the claim, that claim isn't false. And what courts have

said is if it's -- the way to determine whether or not you're entitled to it is does the regulation forbid you from getting paid on that. And here the regulation doesn't. The regulation actually forbids you not to get paid on that claim.

THE COURT: What's wrong with what you just heard?

MR. SAMBERG-CHAMPION: Well, there -- I mean, there are no cases that say the proposition that U.S. Bank is advancing today, which is that a scheme that has the substantial equivalent of the denial of a claim, it should not be considered exactly the same for False Claims Act purposes. And this scheme is -- if you look -- if you look at the language of 203.500 itself, it's interesting because it actually has both a condition of payment and a condition of participation remedy built in, right next to each other. It says failure to comply will be cause for a position of a civil money penalty, which is then defined in another statute -- another regulation, or withdrawal of HUD's approval of a mortgagee. So you can see right there the difference between a condition of participation and a condition of the claim, both of which are present in this regulation. My adversary got into the idea of whether it would be unfair to impose this remedy, and -- and whether they knew that this was part of the deal, which to us

sounds a lot like the heart of the bargain discussion that we were having. So we could go right into what -- why this is the heart of the bargain which we think is actually what The Sixth Circuit and other courts have been getting at when they discuss the condition of payment. If you look at the 203.500, it has an explicit statement, it says it is the intent of the department that no mortgagee shall commence foreclosure or acquire title to a property until the requirement of the sub parts have been followed. And then of course a claim cannot be submitted until -- until they've done that. We think under those circumstances any time a bank submits a claim to HUD, we think it's impliedly warranting really in the clearest possible way that it has followed this condition. And there's many other reasons why we think -- why I think you can quite easily find that statement to be made impliedly. You can look at the certifications that the bank itself makes on a regular basis certifying that that -- that all these requirements have been followed. You can look at all the guidance that HUD sends on a regular basis, which we've also cited to a few times.

THE COURT: So let's hear for a moment about the implied warranty theory. Certification, why isn't that enough? Is that not the very heart of the agreement?

MR. SCHILLING: No, Your Honor. It's hard to

know what the very heart of the agreement is. I'm not sure what that standard is and how to define it. I do know that when you're talking about HUD regulations, HUD isn't shy about putting out rules and regulations. Floor statutes -- there's Loss Mitigation and servicing. There are statutes, regulations, HUD handbooks, informal guidance, there are mortgagee letters, I think with respect to programs generally, there have been hundreds of mortgagee letters.

THE COURT: Is there anything in the HUD regulations that might give me guidance on this issue?

MR. SCHILLING: Well, the regulations that we're speaking of are the most pertinent, Your Honor, that expressly say that you allow the payment of the claim of the -- I think that there is no other False Claims Act case like this where the condition of payment is so unambiguously precluded by the regulatory language, and I think everything else that we're talking about are arguments to try to get around that, but it is clear on its face.

MR. SAMBERG-CHAMPION: Your Honor, may I respond to that?

THE COURT: Absolutely.

MR. SAMBERG-CHAMPION: I think that that would be a more correct statement of the law to say there's no other false claims act cases likes this. False stop. This issue

just hasn't been presented to The Court one way or the other.

THE COURT: So I'm the lucky one.

MR. SAMBERG-CHAMPION: You are the lucky one. But I think what is critical to understand is that there's a reason why HUD has structured the scheme this way.

THE COURT: Why?

MR. SAMBERG-CHAMPION: The reason why is it's --

THE COURT: Where do you find support for your answer? Go ahead.

MR. SAMBERG-CHAMPION: It's trying to accomplish two things. It's trying to accomplish both having a penalty that -- that looks for all the world like the ability to deny a claim and accomplishes the same deterrent effect while at the same time protecting the incontestability of the -- of the insurance claim itself. And HUD does that because some of these -- some of these loans travel in the secondary market and they don't want the bank that ultimately has possession of the loan to be punished for the sins of its forbearers with -- with respect to that loan. This gives HUD the ability to go after the bank that's the actual wrong doer as opposed to the bank that happens to have the claim at the time. And that way you can ensure that these loans can pass in the secondary market or be secure ties or any other of the

things that happens to loans without anyone having concern about -- about the value of the loan itself.

THE COURT: And where do I find support for your reasoning as you've just expressed it?

MR. SAMBERG-CHAMPION: I think the best way to find support if you look at the -- if you look -- I'm sorry. If you look at the -- the Federal Register Notice of putting out the final rule itself, and I'm going to get that for you in a moment. And that's -- what I'm referring to now as the troubled damages final rule. So --

THE COURT: That's okay. If you find it before we're done today, holler out the answer.

Do you concede that U.S. Bank did not make any express certifications of compliance of face-to-face meetings or Loss Mitigation requirements?

MR. SAMBERG-CHAMPION: I don't know that I'd go so far to concede, but I would say that the express statement that the U.S. Bank makes with respect to each claim is not as strong as the -- as the clear implied statement. It does -- it does -- it does give a statement that warrant -- that's expresses its understanding that if it hasn't complied with the HUD regulations, that this conveyance is improper and can be undone.

THE COURT: Do you want to comment on anything you've heard before we move on?

MR. SCHILLING: Yes, Your Honor. In response to that, there is a certification on the HUD form for the single family application for insurance benefits. There is no certification on that form that speaks to Loss Mitigation or the face-to-face ruling. There is language in here that talks about the only certification that's on this form, Your Honor, and it's attached, I think, to our brief. If it wasn't submitted by the relaters in their complaint, talks about the event of damage by fire, flood, earthquake, tornado and boiler explosion. And under certain circumstances, the mortgagee would have an obligation to do -- to fix the damage on the property prior to conveying that property to HUD. The regulations that counsel's referring to are regulations about whether the mortgagee complies with those regulations, the regulations about fixing the house that's been hit. The flood has nothing to do with the regulations of any of the Loss Mitigation servicing.

MR. SAMBERG-CHAMPION: Your Honor, may I flush out a little more fully though why this goes to the heart of the -- because I don't think I quite completed my answer. The other reason why this goes right to the heart of the bargain is because compliance with the Loss Mitigation requirements actually goes a long way towards reducing the payout that the government has to make. If a

bank fails to comply with the Loss Mitigation requirements, as the examples that we've provided make quite clear, a bank will -- the U.S. government will either have to make a payment that it would never have had to make, or it will have to make a payment that is -- that's substantially higher than the one that would have been required to make. So in that way, the U.S. government is out money every time a bank fails to comply with the Loss Mitigation requirements such that it makes a lot of sense for it to be able to recoup that money against the violaters.

THE COURT: So Andrew, Section 203.500, quote, it is the intent of the department that no mortgagee shall commence foreclosure until the requirements of this sub part have been followed, end quote. Part of the agreement?

MR. SCHILLING: No, Your Honor. Again, I don't know how to define the heart of the agreement when you have, you know, decades of mortgagee letters and statutes and regulations and requirements. It's hard to know what is the heart of the agreement from HUD's perspective or not. I will say that when you talk about Loss Mitigation requirements and the failure to engage in Loss Mitigation requirements, sometimes that's discussed as if it's a light switch. You're either in compliance or you're not in compliance.

THE COURT: What is -- it's not that simple?

MR. SCHILLING: It's not that simple, Your Honor. And there are a myriad rules that surround whether or not you're in compliance with Loss Mitigation requirements. You know, one rule says you have to provide, you know, what they call a 426 pamphlet "How to Avoid Foreclosure" between the 32nd day and the 60 day after default. You have to perform certain actions in certain orders. You can only pursue certain types of Loss Mitigation options under certain factual circumstances. You have to send a notice with respect to the Service Members Civil Relief Act within 45 days. There's all sorts of requirements surrounding Loss Mitigation, not to mention servicing on top of that. So which of those are sort of at the heart of the bargain or which of those are more important than others, I can't say, because there's no standard, and because it's also frankly irrelevant to the legal analysis. The argument that this is important to HUD doesn't speak to the issue of whether there's a false claims act to be made out of it. HUD, you know, can, if these rules are so important to it, can aggressively enforce them, and they do. They monitor mortgagees, they do audits, they do reviews, they rank servicers in tiers, depending where they fall. And they take actions against mortgagees who don't comply. But the issue of whether or not HUD should do -- do things to enforce the Loss Mitigation requirements is a separate

question from whether or not when someone submits a claim for insurance they are lying. And they're not lying when the claim form doesn't say a word about Loss Mitigation or servicing. And they're not lying when the regulations don't condition payment of that claim on compliance with those regulations, and, in fact, say just the opposite.

THE COURT: Government doesn't really agree with you, do they?

MR. SCHILLING: Not always. No.

MR. SAMBERG-CHAMPION: May I respond?

THE COURT: You may respond. I'll give you the last word, then I'm ready to move on to question two if you all are.

MR. SAMBERG-CHAMPION: There's two points that were packed in there that I think are worth responding to. The first is this business about HUD's discretion and -- and the amount of discretion that HUD has to impose a penalty or not. What I haven't heard is how that makes any different from an agency's difficult discretion whether to deny a claim or not. For precisely that reason, that's why, as the DOJ says, the question is not what they would have done but whether it would have a natural tendency to influence their actions. So all this talk about the HUD having discretion is just no different from any other False Claims Act claim. There's very few regulations that

require the government to deny payment or otherwise act, but that's never been held to be a reason why the False Claims Act doesn't apply.

The other thing I want to address is this discussion about how complicated it is to know whether you've complied with the Loss Mitigation requirements. For exactly that reason it is our burden to prove not only that they failed to comply, but that they knew that they failed to comply. We're going to have to show that. And for us to show that, I think it's going to be our burden to show that it wasn't some ambiguous interpretation at issue or it could have been compliance, it could not have been compliance and they may -- they made an arguable decision. That's not our allegation. Our allegation is they didn't do the bare minimum. That is clearly a violation of the False Claims Act, and for that reason I think, Your Honor, I think very helpfully linked together our discussion of the failure to do a face-to-face meeting with the knowledge requirements. Because that -- that's the sort of thing that's binary. Either you did a face-to-face meeting or you did not. There's no arguable maybe I complied, maybe I didn't comply. That's the reason why we're -- why we're highlighting that in our complaint because these were not arguable violations that we're alleging. These were clear knowing violations.

THE COURT: So if it's clear, it's knowing?

MR. SAMBERG-CHAMPION: Well, that's actually some courts have said if you want to look at what the knowledge is, you look at how ambiguous it was. If it was ambiguous, then they really didn't know if they had an arguable case to be made that they complied, then -- then they didn't know. But if it was -- if it should have been abundantly clear that this was a violation, then knowledge is possible, yes.

THE COURT: So you segued into question two very nicely. You want to keep talking?

MR. SAMBERG-CHAMPION: Sure.

THE COURT: And identify in the complaint.

MR. SAMBERG-CHAMPION: Yes. Okay.

THE COURT: Where I find the knowing violation.

MR. SAMBERG-CHAMPION: Yes. I think the most obvious place to look is in the certificate on paragraph 60 of the complaint where we discuss the certification that was made each year by a vice president of U.S. Bank, Sharyn Blond, in which she didn't just say that the -- didn't just certify compliance to the best of her knowledge. She said that she actually knew or was in a position to know. And so therefore, you have a person certifying both that they're in compliance and that she knows whether they're in compliance every single year. And I think HUD does that

for a reason. They do that because they don't want the bank to be able to put forward an ostrich in the stand effect where we just didn't know whether our people were complying each year when we made the certification. It requires that you have actual knowledge. And if you nonetheless didn't have actual knowledge, then that still needs the FCA's knowledge requirement because that would be reckless disregard when you had clear duty to know.

THE COURT: Are you playing ostrich, U.S. Bank?

MR. SCHILLING: No, Your Honor. There's no factual allegation in the complaint with respect to knowledge. None. There's references to the annual certification's form language. The issue isn't whether or not the person who executes an annual certification knows whether or not the bank is in compliance with regulations. The issue is whether or not when the bank submitted a claim for payment it knew that the claim was false. There's no allegation in the complaint about knowledge with respect to whether the claim was false. There's very few allegations in the complaint at all with respect to the claims, who submitted them? What did they know? That's not in the complaint. When they talk about their burden down the road of proving knowledge, they have a burden right now. They were required to have a good faith basis to allege in their complaint a basis for knowledge. There's nothing in the

complaints on knowledge, Your Honor. The fact that someone says I believe that we are in compliance, you can't implicitly infer from that that the person actually believed they weren't in compliance but, again, it doesn't go to compliance. It goes to falsity. And there's no evidence that the bank knew, there's no allegation that the bank knew that when it was submitting claims for payment it was making false statements.

MR. SAMBERG-CHAMPION: May I respond to that? Paragraph 70 of our complaint, U.S. Bank knowingly made the request for payment to HUD in violation of those terms. We have alleged squarely what my adversary for some reason is sayings we have not alleged. Now what I'm hearing him say is that we need to, in addition, allege with particularity which bank officials knew what at which time. And my answer to that is I don't see a case, and he's welcome to produce one, that says that at the pleading stage we are required to plead the intricacy of corporate knowledge and say which corporate official had what knowledge. That's not a requirement of Rule 9. Rule 9 only requires that we plead with particularity the actions that constituted fraud. It doesn't require us to plead knowledge with particularity, and for good reason because there's no way we can know in advance which corporate officials were -- knew what -- knew what when. Of course even if we did have

to show that there was a corporate official, even if we did have to plead right now which corporate official both knew of the -- of the certifications and knew of the falsity -- and knew of their falsity, I think the statement by Sharyn Blond speaks for itself even if we had that requirement.

MR. SCHILLING: Your Honor, we cite several cases in our brief with the proposition that merely intoning the elements of an offense is not sufficient to plead. You can't plead to knowledge by saying they knew. That's not enough. You have to allege facts, even under -- forgetting about Rule 9(b). Under Rule 8 you have to allege facts that would make it plausible that the bank knew. There's nothing in the complaint about that.

MR. SAMBERG-CHAMPION: Okay. May I speak to what makes it plausible that the bank knew, Your Honor? We have -- we have a pattern of the bank -- as we allege, as a matter of policy, not complying with the Loss Mitigation requirements, that systematically, not the face-to-face meeting and the other things that had to do. I think under those circumstances, once you accept those allegations as true as you must, I think it's quite plausible that somebody at the bank knew that they were not in compliance, given that this was not an isolated -- an isolated incident but rather was a company-wide practice. That's what we've alleged. And it's hard to even fathom that someone would

not know that they were not in compliance given that.

THE COURT: Anything else on question two? If not we'll go on to question three and let plaintiff go first.

MR. SAMBERG-CHAMPION: Well, Your Honor, we began to discuss the incontestability clause earlier. And I think DOJ has made quite clear how easily these two things can be square, because they are trying to accomplish two things which are not as in conflict with each other as U.S. Bank would suggest. They want to ensure that each individual loan remains eligible for compensation for whoever holds the loan at the time of the foreclosure. But at the same time they want to make very clear that the bank should not be rewarded with government money if they -- if they have failed to comply with the Loss Mitigation requirements. And that's exactly why they've created this unusual scheme in 203.500 where they have a penalty that's the equivalent of -- of denial of the claim.

THE COURT: We I know discussed this earlier. Anything you want to add?

MR. SCHILLING: Not much, Your Honor. I would say that, again, our argument just keeps going back to The Sixth Circuit's decision on what a condition of payment is, and it doesn't go to substantial equivalence and the like, and it doesn't go to potential civil penalties down the

road or other administrative remedies. As the *Chesbrough* case that we cite in our brief says, noncompliance constitutes actual fraud only when compliance is a prerequisite to obtaining payment. It's not. I hear them essentially concede that it's not because the payment is incontestable. If it's incontestable it is not a prerequisite to obtaining payment under The Sixth Circuit standard. It is not a condition of payment.

THE COURT: And I understand their argument to be that recouping trouble the amount of payment is equivalent of the payment.

MR. SCHILLING: And for the reason we discussed earlier, it's not. First of all, it has to be the payment at the front end, not the back end, because, again, it goes to the question of whether or not it was a lie when they submitted the claim in the first place. It's not a lie if you don't know at the time that the regulations preclude you from getting paid because of the incontestability clause. They know when they submit the claim that they will be paid. So they're not lying when they ask for payment, and the --

THE COURT: But they might later be found to be lying at that time if, in fact, HUD pursues a an action for recoupment, they would have to show a lie at the time that payment was made. So it's not made at the time of payment

it's made later, that is a determination that a lie took place?

MR. SCHILLING: The determination they would make later, and later is one way that HUD enforces these rules through a mortgagee review board. But as I say, they also enforce these regulations in the ordinary course through monitoring and reviewing audits and the like. But -- and again, I wouldn't characterize it as a recoupment of the payment. There is an ability to seek a maximum of three times the amount of the insurance benefits, and they're trying to make a lot from the fact that the amount is calculated based on the insurance benefits. But again, as I mentioned earlier, HUD can, in its discretion, pursue absolutely no remedy at all. It can decide to do nothing. And the False Claims Act should be a vehicle to enforce regulatory requirements and allow relators to enforce regulatory requirements when HUD itself may not. And on that -- I'm sorry, Your Honor, on that point, HUD itself has said in enforcing the troubled damages provision, it's not an automatic penalty. It's not as if you submitted the claim, you had to pay the claim because of incontestability but you're going to be hit with damages three weeks from now. Doesn't work that way. But what HUD has said is they reserved troubled damages for the extreme case where there's a pattern, where there's a real problem. They use

it as one of their tools in their tool box to enforce these regulations. That's their job. Their job is to enforce these regulations, not relaters.

THE COURT: You mentioned The Sixth Circuit earlier. Let's segue into the *Whipple* case here, recent Sixth Circuit decision, and would like to hear your thoughts. We're now on question four. I'll let defendant go first. In that case -- well, we know what happened in that case. How does that case help you or hurt you? The result doesn't help you.

MR. SCHILLING: I think, Your Honor. The *Whipple* case, we took a look at that and our response was it was addressing an issue that isn't raised in this case. It's addressing a circumstance where the argument from the defendant is the government was aware of this because it had done an audit, but nobody else knew it did that audit, and therefore wasn't public. *Whipple* case speaks to whether or not the disclosure at issue was public or not. The disclosures that we're relying on are public. We're talking about a public consent order from the OCC, we're talking about articles in the Wall Street Journal and The Plain Dealer and USA Today. So these are all public issues. The *Whipple* case doesn't hurt or help our case frankly, Your Honor.

MR. SAMBERG-CHAMPION: You'll be pleased to know

that for once I largely agree with the analysis that U.S. Bank has put forward. We don't think that the *Whipple* case materially changes our arguments with respect to public disclosure. I think we've, you know, we've adequately addressed public disclosure in our brief. And it doesn't appear that the -- that U.S. Bank is challenging the sort of the line-by-line assessment that we gave you in our attachment. They don't challenge any of that in our reply. So I think at this point it's pretty clear that none of the disclosures they've put forward meet the test for public disclosure.

THE COURT: Well --

MR. SCHILLING: I don't --

THE COURT: Well, let me comment and then give you both a chance to respond. The facts of *Whipple* are not the facts of this case. We don't have a private intra-agency discussion. We have a public consent order, April of 2011. We have an inter-agency review of April 2011. I believe both of those are public documents available. We have news articles that counsel referenced, Wall Street Journal, Plain Dealer, USA Today, Daily News. We have a published Ohio Court of Appeals opinion back in 2010 discussing the homeowners defense that U.S. Bank did not hold a face-to-face meeting before initiating the foreclosure action. Why does this not meet under the

guidelines and the discussion in *Whipple* a defense that the claims were publicly disclosed and have been frankly for some time?

MR. SAMBERG-CHAMPION: Well, because none of these -- none of these disclosures deal with the actual fraud that's at the heart of this case.

THE COURT: But the law doesn't require that. It allows the fraud to be inferred from the publicly disclosed fact.

MR. SAMBERG-CHAMPION: That's true.

THE COURT: And why isn't that applicable here?

MR. SAMBERG-CHAMPION: Because none of these facts even suggest that U.S. Bank was failing to comply with Loss Mitigation in the -- in the FHA mortgage arena specifically. And then submitting a claim for insurance with respect to other --

THE COURT: Stop. Agree with what he just said?

MR. SCHILLING: No.

THE COURT: Well, cite me to something that contradicts what he just said. Where in these public documents do we have a contradiction of counsel's statement?

MR. SCHILLING: Well, I think in the public documents what you see a very broad review of the bank's Loss Mitigation and servicing programs. The HUD program is

part and parcel of the bank's process. So to say that they look broadly but they didn't look narrowly, that doesn't make any sense to me. It's obviously part of the whole. If you're looking at Loss Mitigation of Servicing of U.S. Bank, a part of that is the FHA program. And certainly from the perspective I hate to keep harping back on the Sixth Circuit standards, but in the Bocce (phonetic) case they say that the issue is whether the information is sufficient to put the government on notice of the likelihood of related fraudulent action. If the government was fully aware of Loss Mitigation and failures and searching failures on the part of servicing failures like and including U.S. Bank action, then all they would have to do to put two and two together is all the relator has done in this case, which is to say, well, they were not complying and they submitted claims for insurance, because that's the fraud. The fraud that they've alleged is noncompliance on one hand and the routine submission of claims on the other. If that's all the fraud is, that's out there. And they didn't -- HUD doesn't need the relator to bring this case to their attention. This was on the radar screen of every regulator in Washington following the financial crisis.

MR. SAMBERG-CHAMPION: Well, Your Honor, the problem with that analysis is just that the FHA program,

the Loss Mitigation is very different. The rules are different. The importance are different. The certification as made to the government is different than any of this private -- other private loan programs that which is -- were all that the defendant has been -- has been able to put forward. Our argument here, our case is based on the violation of very spec -- very FHA specific regulations, regulations that serves a purpose that make no sense in any -- any of the other schemes. This is a scheme in which the government itself is backing the mortgage in a way that's different from all these other schemes. So in -- in the other schemes if you fail to comply with the Loss Mitigation requirements, that may be bad for the homeowner but it doesn't have the same effect on the government perks as what we have here, therefore it's not fraud on the government. This is -- this is the first time that it's been disclosed that what U.S. Bank is doing is defrauding the government in this way.

THE COURT: But you don't have to have that explicit disclosure for it to be a public disclosure, right? We have a public disclosure going back to 2011. U.S. Bank included, among others, where there was an assessment and whether there was evidence that servicers generally attempted to contact distressed borrowers prior to initiating the foreclosure process to pursue Loss

Mitigation alternatives, including loan modifications. That was a specific part of the 2011 examination. Why isn't that enough? Especially in light of the Sixth Circuit law that says it does not have to include an allegation of fraud. It can allow the inference of fraud.

MR. SAMBERG-CHAMPION: Well, certainly to take that statement, if these -- if you saw in any of these sources a sentence that said to the -- or suggested that U.S. Bank is -- is systematically not following its requirements, Loss Mitigation requirements with respect to the FHA program, then perhaps you could infer from that that it's also committing fraud, that it's also sending fraudulent claims into the government for payment. But none of their sources even say that. None of their sources even say that the FHA program in particular has these -- has these violations going on. And in any event, Your Honor, as I think we've made clear in our briefing, even if you thought that in some fashion this met the public disclosure bar, quite clearly relaters have materially added to the understanding of the scheme here such that they are original sources. So at the end of the day it doesn't -- I'm not sure anything turns on it.

THE COURT: What is the realtor's source of information here in this case? What, on record, do I have that tells me what their source was?

MR. SAMBERG-CHAMPION: Well, in the complaint itself, it makes clear that they've gone and spoken with homeowners who have been affected by U.S. Bank's actions. That's the original information that they have. They've gone and they've spoken with owners, and they've made clear this pattern of behavior that U.S. Bank is engaged in, information that it appears none of the sources that U.S. Bank has disclosed and was not publicly known in any other fashion before this lawsuit.

THE COURT: So it appears the disagreement here is whether there is public information about systematically not following the regulations. Is there any public information that U.S. Bank was not systematically following regulations?

MR. SCHILLING: Your Honor, the allegations that the plaintiff has made are that there was a systematic, you know, defrauding of HUD, and a systematic failure. It's hard to find that specific in the public disclosures, because frankly we don't believe that the bank was doing that. But our point is that the issue of general failings by servicers, including U.S. Bank in the area of Loss Mitigation and servicing have been publicly disclosed. They were disclosed in the reports that we've been discussing. And all the relator has added is an accusation on top of that, that that amounts to fraud. And merely

adding commentary on top of public facts and saying, well, that's a fraudulent scheme, doesn't suffice. And in response to the point about the relator being an original source under the False Claims Act, that their information has to be both independent of a materially add to the publicly disclosed information is not independent, because it's not their information. It's information that was told to them from someone else. Therefore, it's entirely derivative of the knowledge of others, and they're not an independent source of that information. It doesn't materially add anything. If you say that large lenders were not engaging in Loss Mitigation with respect to thousands of borrowers, it doesn't materially add any information to say I know three of them, and that's all they've added to this.

THE COURT: What does the record show on how ABLE found the three properties that are listed in the complaint?

MR. SAMBERG-CHAMPION: I don't know that we've -- we've put that with any degree of specificity in our complaint, our method of finding them. I don't know that we're required to say exactly how we went and found them. We have said that none of these allegations were -- were publicly disclosed before, and that's true. I do want to respond to an interesting way that my adversary just put

his response. In essence, he's trying to have it both ways. He's saying in one breath, well, we didn't do any of these things, and the second breath he's saying everyone knew we were doing these things and they've always known we were doing these things. And I think the first point is, has been U.S. Bank position until now and it has been and I don't think you'll find that any -- any of the sources they put forward disclose or disclose that U.S. Bank was doing this before. So I don't think it can be said that everyone knew that U.S. Bank was engaging in a campaign of not following the FHA regulations which we will not accept the inflation of the FHA program with all these other -- with all these other programs. I don't think --

THE COURT: They don't have to show that everyone knew.

MR. SAMBERG-CHAMPION: No, but they have to show that someone knew that it had been publicly disclosed.

THE COURT: So we have all your evidence of that you've attached of your public disclosure. Are you talking, I think counsel's suggesting you're trying to have your cake and eat it too.

MR. SCHILLING: No, Your Honor. My point was simply that these -- the characterization of this as a campaign and a fraudulent one is the relators. And the facts on which that they are basing that spin, that

argument comes down to allegations of a failure to comply with Loss Mitigation and servicing. What I'm saying is that allegations that U.S. Bank had had a failure of Loss Mitigation and servicing that was publicly known. That is the heart of what they're alleging. That goes to the core of what they've been alleging the entire time. They've put a spin on it by saying and they're submitting claims, therefore, it's a campaign, it's a pattern, it's fraud. But we don't have to show that their characterization of the facts is public. We have to show that the underlying information was out there such that the government was aware of the facts that they are now trying to raise in this case. And the government certainly was aware of allegations that U.S. Bank and other servicers at the time were not performing Loss Mitigation and servicing up to standards.

THE COURT: Oh, let me have some fun. Was the government aware? Do you want to respond to the question or do you pass?

MS. FITZGERALD: If I'm allowed to pass I will, but if you require a response we have one.

THE COURT: Well, go ahead. Let's hear what you have to say.

MS. FITZGERALD: I think that, you know, as a preliminary matter, U.S. Bank raised the issue of rather --

that we chose not to object in this case on the public disclosure grounds, and I think that it's important that The Court not read anything into that other than we chose not to object here.

In terms of specific government knowledge, I think that, you know, U.S. Bank has pointed out the articles, that that is a general source of information that in terms of whether that is sufficient to qualify as public disclosure under these facts we would just defer to The Court.

THE COURT: So much for fun. Okay.

MS. FITZGERALD: Thank you.

THE COURT: Thank you.

MR. SAMBERG-CHAMPION: Your Honor, may I respond to the defendant's point, because I think --

THE COURT: What if I said no?

MR. SAMBERG-CHAMPION: Well, then I'd have to live with it.

THE COURT: No, of course you may. Go ahead.

MR. SAMBERG-CHAMPION: I think the defendant's statements that you just heard, once again, the defendant is saying these -- these documents show a pattern of failing -- failure to perform Loss Mitigation but I'm not hearing FHA in the defendant's statements. And the reason why that's important is because the FHA program is the one

that requires these certifications. It's the one in which you send in a claim for money that can be fraudulent. So if all these other sources do not go to the FHA program, then they really don't -- they don't suggest fraud at all.

THE COURT: So why isn't that fatal to the bank's claim?

MR. SCHILLING: Well, Your Honor, HUD knows U.S. Bank is an FHA lender. The government is aware that U.S. Bank is an FHA lender. It's publicly known that U.S. Bank is an FHA lender, it's available on HUD's website. It's common knowledge that the bank is an FHA lender. So, again, all the plaintiffs are doing is adding a spin to publicly known facts. HUD doesn't need the relators' information to know that U.S. Bank is a HUD lender. And to know that during certain periods of time the bank had been accused of not fulfilling its obligations with the Loss Mitigation and servicing, and they are the ones who, therefore, should be enforcing these regulations.

THE COURT: Thank you. I'll allow either side a couple minutes if they wish to add anything that we haven't already covered either in the briefing or argument today.

MR. SAMBERG-CHAMPION: Your Honor, we would like to use some of that time then to talk about the reverse false claims theory that we've also put forward. One thing that we would like to put forward that we haven't had a

chance to discuss yet is that the legislative history that appears in the briefs of both parties remains incomplete. After the -- after the Kyl amendment which defendant describes in its brief, the bill was then subsequently considered on the house floor. And on the house floor there was a statement made that suggested that the house continued to believe that this bill reaches contingencies, and there's a good reason why it would think that because the language of the bill that was actually passed continues to reach contingencies.

THE COURT: Was this a bill that the house actually read before they passed, unlike some other legislatures?

MR. SAMBERG-CHAMPION: Does the house read anything, Your Honor? I think we always have to assume. Even if it's a fiction that they've read what they've -- that they've read what they're passing judgment on. If I could pass this up to The Court at some point --

THE COURT: As long as you have one for opposing counsel too.

MR. SAMBERG-CHAMPION: I actually brought two copies for opposing counsel. So related to that I think we need to look at the bill as actually passed. And I also -- I also have a hand out on that so we can just go over the language together and I can show you why this reaches the

conduct at issue in this case. So you can see at the top of this sheet the -- the new definition of obligation that was in the bill as it was reported by the Senate committee, and at that time the bill defined obligation as a fixed duty or a contingent duty. So it had two different kinds of concepts, one you had a fixed duty and the other was a contingent duty. And then it listed a few different things that are -- were examples of contingent duties. What Kyl did was he struck the word contingent, but he left in place almost all of the same types of obligations that the prior version called contingent duties.

Now, the language says an obligation, it's an established duty, whether or not fixed, arising from all of the same time things. So our argument is what we have here is an established duty that, to be sure has not been fixed but is not required to be fixed that arises from a statute or regulation. At the very moment that they failed to comply with the Loss Mitigation requirements, they were -- they were liable should HUD choose to -- should HUD choose to enforce it. They had an obligation to -- to pay money to HUD. And the fact that it had not been fixed by HUD, to us that's immaterial to the analysis because the statute says it's immaterial.

So I think to the extent that they're saying that Senator Kyl's amendment took this out of the land of

reverse false claims, I would say to Your Honor to look at the language and see whether his amendment actually accomplished that. I don't think it did.

MR. SCHILLING: Your Honor, I'm happy to debate legislative history but we're relying on the language of the statute that was actually enacted and the cases that have interpreted it. The statute currently requires established duty that has been the standard for some time. It's not an established duty if HUD is the discretion to pursue enforcement later. That established duty has to attach prior to the time you make the false statement or you engage in the improper conduct. Here there's no allegation that there was an established duty to pay anything, just because HUD could choose in its discretion down the road later to pursue an enforcement action, that's what the case law says. That's consistent with the requirement that the obligation had to be an established duty that exists at the time of the false statement. And with respect to the legislative history, just because I can't help myself, the reason they struck the word contingent from the statute was precisely to address this issue, precisely. It couldn't have been more clear. Senator Kyl said obviously we don't want the government or anyone else suing under the False Claims Act to trouble and enforcify (sic) before the duty to pay that fine has been

formally established. It is unlikely that justice would have ever brought suit to enforce a claim of this nature, but the FCA can also be enforced by the private relators who often may not be motivated -- who may be motivated by personal gain and may not always exercise the same good judgment that the government usually does. It was a concern by congress that relators would try to enforce the reverse False Claims Act on the basis of potential future civil penalties. That's this case, Your Honor, and that's exactly why they struck the word contingent from the statute.

MR. SAMBERG-CHAMPION: Your Honor, may I respond to that?

THE COURT: You can have the brief last word.

MR. SAMBERG-CHAMPION: Thank you. I think my adversary is correct. Again, I'll acknowledge that he's correct in saying that this doesn't reach any far flung obligation. It only reaches an established duty. And if you look at the statute as a whole, I think the best reading of established duty is a duty that is comparable on just going the other way to the materiality test in the -- for a conventional false claim. After all, the purpose of the Reverse False Claim Act Provision in the first place is to ensure that nothing turns on just the accounting of which direction the money goes. Whether -- whether it is

that the -- whether it is that the U.S. Government is paying out money or whether it is that the defendant is getting the U.S. Government not to take money from it, I don't think anything should turn on that. And I think that's what the reverse -- the point of the Reverse False Claim Provision is in the first place.

In that context, I think we can read established duty as doing some work, the work it does is to ensure that it meets the same materiality requirements as would be met from a standard false claim. But in that context, we think that at this point, the reason for this is so that exactly the sort of argument that we're having today about whether a claw back mechanism that functions -- that leaves the defendant in exactly the same place as if it had had its claim denied in the first place whether that is a False Claims Act. The purpose of the Reverse False Claims Act theory is to avoid this sort of accounting trick that try to avoid liability just based on -- just based on form and not substance.

THE COURT: Thank you all counsel. Appreciate your preparation. And this has been helpful to The Court. And we will not make a promise of when our decision will come out, but we will turn to it very shortly. And I'm sure by the end of the month we'll have something for you. Safe travels, we're adjourned.

C E R T I F I C A T E

I certify that the foregoing is a correct transcript from the record of proceedings in the above-entitled matter.

s:/Angela D. Nixon

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Angela D. Nixon, RMR, CRR Date